

09-O-1913

**AN ORDINANCE
BY COUNCILMEMBER CLAIR MULLER**

AS SUBSTITUTED BY FINANCE/ EXECUTIVE COMMITTEE

AN ORDINANCE AMENDING THE FY 2010 (INTERGOVERNMENTAL GRANT FUND) BUDGET, DEPARTMENT OF EXECUTIVE OFFICES, BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS IN THE AMOUNT OF \$5,658,264.00 FOR THE U.S DEPARTMENT OF ENERGY'S ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT; TO NAME AND AUTHORIZE THE EXECUTION OF MEMORANDUMS OF UNDERSTANDING WITH THE SUB-RECIPIENTS; AND FOR OTHER PURPOSES.

WHEREAS, the Department of Executive Offices Division of Sustainability (the "Division") is aimed at making the City of Atlanta ("City") more sustainable by improving the City's "green" programs and policies such as water and energy conservation, reducing the City's solid waste and emissions, and improving the rates of recycling; and

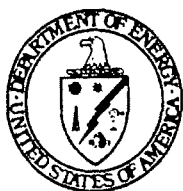
WHEREAS, the Division applied for funds from the U.S. Department of Energy's ("DOE") Energy Efficiency and Conservation Block Grant to fund their operations through June 2011; and

WHEREAS, the sub-recipients were selected from the applications submitted to the City and in conformance with all applicable rules, codes and regulations; and

WHEREAS, in response to their application the Division has been awarded funds in the amount of \$5,658,264.00 from DOE. This funding completes the formula allocation to the City of Atlanta under the DOE Energy Efficiency and Conservation Block Grant program. Previous funds totaling \$231, 936.00 were accepted and appropriated through ordinance 09-O-1411.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS, as follows:

SECTION 1: That the FY 2010 (Intergovernmental Grant Fund) Budget, Department of Executive Offices be and is hereby amended as follows:



Department of Energy

Golden Field Office
1617 Cole Boulevard
Golden, Colorado 80401-3305

November 25, 2009

Ms. Mandy Schmitt
City of Atlanta
55 Trinity Ave.
Atlanta, GA 30303

Dear Ms. Schmitt:

SUBJECT: Award No. DE-EE0000801: Recovery Act: City of Atlanta, GA Energy Efficiency and Conservation Block Grant

The Department of Energy (DOE) awarded the subject agreement to the City of Atlanta on August 10, 2009. As such, and in accordance with your request to the Project Officer dated November 23, 2009, this letter constitutes written approval to incur costs for work performed under the agreement prior to final negotiation of the budget and approval of activities associated with your Energy Efficiency and Conservation Strategy (EECS). DOE is in the process of preparing a modification to your award; and it is anticipated that the remaining allocation of \$5,658,264 will be obligated to your award at that time. The modification will also release as much funding to your ASAP account as can be supported and justified by detail in your final budget application.

Costs that are allowable and allocable under the terms of the agreement, and are incurred on or after February 17, 2009, will be eligible for DOE costing. However, DOE does not guarantee or assume any obligation to reimburse costs incurred in the performance of the agreement that exceed the current obligation of \$231,936 if, for any reason, the modification incorporating your approved budget and activities to the agreement is not awarded or if the award is less than anticipated and inadequate to cover such costs.

You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a National Environmental Policy Act (NEPA) clearance or a final NEPA decision regarding this project.

If you move forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving additional Federal funding and such costs may not be recognized as allowable cost share.

Questions or comments may be addressed to the Golden Field Office Energy Efficiency and Conservation Block Grant (EECBG) mailbox at eecbg@go.doe.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Sara Wilson", is positioned above the printed name.

Sara Wilson
Contracting Officer



#13

09-0 -1411		First Reading		FINAL COUNCIL ACTION	
(Do Not Write Above This Line)		Committee		<input type="checkbox"/> 2nd <input type="checkbox"/> 1st & 2nd <input type="checkbox"/> 3rd	
		Date		Readings	
		Chair		<input type="checkbox"/> Consent <input type="checkbox"/> V Vote <input type="checkbox"/> FC Vote	
		Referred To			
AN ORDINANCE BY <i>Walter G. Gable, Jr.</i> AN ORDINANCE AMENDING THE 2009 (INTERGOVERNMENTAL GRANT FUND) BUDGET, DEPARTMENT OF EXECUTIVE OFFICES, BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS IN THE AMOUNT OF \$231,936.00 FOR THE ENERGY EFFICIENCY AND CONSERVATION BLOCK FORMULA GRANT FROM THE UNITED STATES DEPARTMENT OF ENERGY, FOR THE PURPOSE OF FUNDING THE DIVISION OF SUSTAINABILITY; AND FOR OTHER PURPOSES.		Committee <i>Finance</i> Date <i>9/2/09</i> Chair <i>OSK</i> Action <input checked="" type="radio"/> Fav, Adv, Hold (see rev. side) <i>on 9/2/09</i> Members <i>Gable, Jr.</i> <i>John H. Brown</i> <i>Clay Miller</i> <i>Walter G. Gable, Jr.</i>		Committee Date Chair Action Fav, Adv, Hold (see rev. side) Other Members	
ADOPTED BY		Refer To		Refer To	
SUBSTITUTE		Committee		Committee	
SEP 0 8 2009		Date		Date	
COUNCIL		Chair		Chair	
		Action		Action	
<input type="checkbox"/> CONSENT REFER		Fav, Adv, Hold (see rev. side)		Fav, Adv, Hold (see rev. side)	
<input type="checkbox"/> REGULAR REPORT REFER		Other		Other	
<input type="checkbox"/> ADVERTISE & REFER		Members		Members	
<input type="checkbox"/> 1st ADOPT 2nd READ & REFER					
<input checked="" type="checkbox"/> PERSONAL PAPER REFER					
Date Referred <i>08/17/09</i>					
Referred To: <i>Finance/Eyes</i>					
Date Referred					
Referred To:					
Date Referred					
Referred To:					

SEP 0 8 2009

CERTIFICATE

Walter G. Gable, Jr.
MAYOR'S ACTION

Walter G. Gable, Jr.

AN ORDINANCE

09-O-1411

BY: COUNCILMEMBERS NATALYN ARCHIBONG, CARLA SMITH AND CLETA WINSLOW

AS SUBSTITUTED

BY: FINANCE/EXECUTIVE COMMITTEE

AN ORDINANCE AMENDING THE 2009 (INTERGOVERNMENTAL GRANT FUND) BUDGET, DEPARTMENT OF EXECUTIVE OFFICES, BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS IN THE AMOUNT OF \$231,936.00 FOR THE ENERGY EFFICIENCY AND CONSERVATION BLOCK FORMULA GRANT FROM THE UNITED STATES DEPARTMENT OF ENERGY, FOR THE PURPOSE OF FUNDING THE DIVISION OF SUSTAINABILITY; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") applied for a Energy Efficiency and Conservation Block Grant through the United States Department of Energy as part of the Federal Economic Stimulus Package, to fund the Division of Sustainability in the Department of Executive Offices; and

WHEREAS, in response to the City's application, the Department of Executive Offices received a grant award in the amount of \$231,936.00 from the United States Department of Energy to support the operation of the Division of Sustainability; and

WHEREAS, this award of \$231,936.00 is part of a larger grant award from the Department of Energy totaling \$5,890,000.00, the balance of which will be received in the coming months; and

WHEREAS, the award will be used by the Division of Sustainability to further plan and begin developing the projects and programs to be implemented when the remaining funding is received. The grant will cover the costs of salaries, supplies, and other costs associated with research and development; and

WHEREAS, the City desires to accept the grant award, and anticipate and appropriate the grant funds in the amount of \$231,936.00 and to spend these funds by June 30, 2010.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS, as follows:

SECTION 1: That the Department of Executive Offices is hereby authorized to accept the United States Department of Energy's Energy Efficiency and Conservation Block Grant in the amount of \$231,936.00, to fund the Division of Sustainability.

SECTION 2: That the 2009 (Intergovernmental Grant Fund) Budget, Department of Executive Offices is hereby amended as follows:

ADD TO ANTICIPATIONS

PTAEO					Amount	FDOA					
ward umber						Fund	GL Dept #	Rev Acct	Function Activity Number	GL Project #	GL Funding Source
01*****					231,936.00	2501	040301	3311101	1320000	210643	*****
						IG	Exe Chief Oper Officer	Fed-Direct (OC) Direct From FG	Chief Exec Planning & Zoning	EECB	

Contract Total: \$231,936.00

ADD TO APPROPRIATIONS

PTAEO						FDOA					
Project Number	Task Number	Award Number	Exp. Acct.	Owning Org.	Amount	Fund	GL Dept #	Exp Acct	Function Activity Number	GL Project #	GL Funding Source
210643	***	2501*****	5*****	COA	231,936.00	2501	040301	5999999	1320000	210643	*****
EECB				City of Atl		IG	Exe Chief Oper Officer	Proj & Grant Summary	Chief Exec Planning & Zoning	EECB	

Contract Total: \$231,936.00

SECTION 3: That this grant from the United States Department of Energy requires no local match.

SECTION 4: That all Ordinances or parts of Ordinances in conflict herewith are hereby waived to the extent of the conflict.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ATLANTA AND GEORGIA SOLAR ENERGY
ASSOCIATION, INC.**

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is entered into as of the ____ day of December 2009, between the CITY OF ATLANTA, a municipal corporation, chartered pursuant to the laws of the State of Georgia (the "City"), and Georgia Solar Energy Association, Inc., a Georgia non-profit corporation ("GSEA") for the purpose of implementing solar energy educational programs within the City.

BACKGROUND:

WHEREAS, the Department of Executive Offices Division of Sustainability (the "Division of Sustainability") is aimed at making the City of Atlanta ("City") more sustainable by improving the City's "green" programs and policies such as water and energy conservation, reducing the City's solid waste and emissions, and improving the rates of recycling; and

WHEREAS, on June 26, 2009 the Division of Sustainability applied for funds from the U.S. Department of Energy's ("DOE") Energy Efficiency and Conservation Block Grant to fund their sustainability efforts and operations through June 2011; and

WHEREAS, the City will act as a pass-through agency for grant funds by making sub-awards to eligible grant sub-recipients; and

WHEREAS, the sub-recipients were selected from applications submitted to the City, and in conformance with all applicable rules, codes and regulations; and

WHEREAS, the Division of Sustainability has been awarded funds in the total amount of \$5,658,264.00 from the DOE to implement energy efficiency plans and programs within City facilities and the community; and

WHEREAS, GSEA has been chosen as a sub-recipient to receive a grant award from the City in the amount of \$20,000.00; and

WHEREAS, the City and GSEA wish to memorialize the terms of the grant award in the form of a Memorandum of Understanding in order to facilitate the implementation of energy efficiency programs.

ACCORDINGLY, the parties agree as follows:

1. **General Agreements:** The following represents the basic responsibilities of the City and GSEA regarding the grant award:

a. The Division of Sustainability shall set the scope of the work to be performed by GSEA with respect to the implementation of solar energy educational programs to be funded through the grant award, and will approve all activities GSEA develops to accomplish the implementation of such programs.

b. The Division shall be responsible as grantee for the pass-thru grant dollars for the activities of GSEA; to report to and ensure compliance with the funder.

- c. GSEA shall comply with all DOE requirements with respect to the grant award.
- d. GSEA shall provide matching funds in the amount of 50% of the grant award.
- e. GSEA will take the necessary steps to educate its members and the general public about the environmental and economic benefits of solar energy in the City.
- f. GSEA will take the necessary steps to ensure compliance with the federal wage guidelines contained in the Davis- Bacon Act, and will submit a report on the jobs created and the use of grant funds to the Division of Sustainability on a quarterly basis.
- g. GSEA will register as a City vendor, and maintain the adequate insurance liability coverage and crime and/ or fidelity bond as determined by the Division of Sustainability and the City's Risk Management Division.

2. **Term:** The term of this MOU shall be three (3) years.

3. **Governing Law:** This MOU shall be interpreted and construed in accordance with the laws of the State of Georgia.

4. **Notices:** All notices, demands and requests required under this MOU must be in writing and sent to the parties in the manner described below:

a. **Addresses:**

To the City: City of Atlanta
55 Trinity Avenue, S.W.
Atlanta, Georgia 30303
Attention: Director, Division of Sustainability
(404) _____ Fax

With a copy to: City of Atlanta
68 Mitchell Street, S.W., Suite 4100
Atlanta, Georgia 30303
Attention: City Attorney
(404) _____ Fax

To GSEA: 999 Peachtree Street, N.E.
Suite 2620
Atlanta, Georgia 30309
Attention: President
(404) _____ Fax

With a copy to: 999 Peachtree Street, N.E.
Suite 2620
Atlanta, Georgia 30309
Attention: _____
(404) _____ Fax

b. **Delivery:** All notices given by either party to the other under this MOU must be in writing and may be delivered by: (i) regular mail, first class, postage prepaid; (ii) certified or registered mail; (iii) facsimile, with a hard copy sent within twenty-four (24) hours of transmission by one of the other permitted delivery means; or (iv) hand-delivery, to the parties at the addresses and facsimile numbers specified above.

c. **Receipt:** Notices sent by mail will be deemed received three (3) days after deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile will be deemed to be received upon successful transmission to the proper facsimile number; if the sender can produce a facsimile transmission confirmation report. Notices delivered by hand-delivery will be deemed to be received upon written acceptance by the respective party.

5. **Entire Agreement.** This MOU contains the entire agreement of the parties with respect to its subject matter and no representations or agreements, oral or otherwise, which are not set forth in this MOU, will be of any force or effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and GSEA have executed this MOU effective as of the date first written above.

CITY OF ATLANTA, GEORGIA

By: _____
Mayor, City of Atlanta

GEORGIA SOLAR ENERGY ASSOCIATION, INC.

By: _____
President

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ATLANTA AND SUSTAINABLE ATLANTA, INC.**

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is entered into as of the ____ day of December 2009, between the CITY OF ATLANTA, a municipal corporation, chartered pursuant to the laws of the State of Georgia (the "City"), and Sustainable Atlanta, Inc., a Georgia non-profit corporation ("Sustainable Atlanta") for the purpose of implementing green building training programs within the City.

BACKGROUND:

WHEREAS, the Department of Executive Offices Division of Sustainability (the "Division of Sustainability") is aimed at making the City of Atlanta ("City") more sustainable by improving the City's "green" programs and policies such as water and energy conservation, reducing the City's solid waste and emissions, and improving the rates of recycling; and

WHEREAS, on June 26, 2009 the Division of Sustainability applied for funds from the U.S. Department of Energy's ("DOE") Energy Efficiency and Conservation Block Grant to fund their sustainability efforts and operations through June 2011; and

WHEREAS, the City will act as a pass-through agency for grant funds by making sub-awards to eligible grant sub-recipients; and

WHEREAS, the sub-recipients were selected from applications submitted to the City, and in conformance with all applicable rules, codes and regulations; and

WHEREAS, the Division of Sustainability has been awarded funds in the total amount of \$5,658,264.00 from the DOE to implement energy efficiency plans and programs within City facilities and the community; and

WHEREAS, Sustainable Atlanta has been chosen as a sub-recipient to receive a grant award from the City in the amount of \$249,000.00; and

WHEREAS, the City and Sustainable Atlanta wish to memorialize the terms of the grant award in the form of a Memorandum of Understanding in order to facilitate the implementation of energy efficiency programs.

ACCORDINGLY, the parties agree as follows:

1. **General Agreements:** The following represents the basic responsibilities of the City and Sustainable Atlanta regarding the grant award:

a. The Division of Sustainability shall set the scope of the work to be performed by Sustainable Atlanta with respect to green building training programs to be funded through the grant award, and will approve all activities Sustainable Atlanta develops to accomplish the implementation of such programs.

b. The Division shall be responsible as grantee for the pass-thru grant dollars for the activities of Sustainable Atlanta; to report to and ensure compliance with the funder.

c. Sustainable Atlanta shall comply with all DOE requirements with respect to the grant award.

d. Sustainable Atlanta shall provide matching funds in the amount of 50% of the grant award.

e. Sustainable Atlanta will take the necessary steps to provide green building training for City inspectors, plan reviewers and code enforcers, as well as real estate industry professionals within the City.

f. Sustainable Atlanta will take the necessary steps to ensure compliance with the federal wage guidelines contained in the Davis- Bacon Act, and will submit a report on the jobs created and the use of grant funds to the Division of Sustainability on a quarterly basis.

g. Sustainable Atlanta will register as a City vendor, and maintain the adequate insurance liability coverage and crime and/ or fidelity bond as determined by the Division of Sustainability and the City's Risk Management Division.

2. **Term:** The term of this MOU shall be three (3) years.

3. **Governing Law:** This MOU shall be interpreted and construed in accordance with the laws of the State of Georgia.

4. **Notices:** All notices, demands and requests required under this MOU must be in writing and sent to the parties in the manner described below:

a. **Addresses:**

To the City: City of Atlanta
55 Trinity Avenue, S.W.
Atlanta, Georgia 30303
Attention: Director, Division of Sustainability
(404) _____ Fax

With a copy to: City of Atlanta
68 Mitchell Street, S.W., Suite 4100
Atlanta, Georgia 30303
Attention: City Attorney
(404) _____ Fax

To Sustainable Atlanta: 191 Peachtree Street
Suite 3300
Atlanta, Georgia 30303
Attention: President
(404) _____ Fax

With a copy to: 191 Peachtree Street
Suite 3300
Atlanta, Georgia 30303
Attention: _____

(404) _____ Fax

b. **Delivery:** All notices given by either party to the other under this MOU must be in writing and may be delivered by: (i) regular mail, first class, postage prepaid; (ii) certified or registered mail; (iii) facsimile, with a hard copy sent within twenty-four (24) hours of transmission by one of the other permitted delivery means; or (iv) hand-delivery, to the parties at the addresses and facsimile numbers specified above.

c. **Receipt:** Notices sent by mail will be deemed received three (3) days after deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile will be deemed to be received upon successful transmission to the proper facsimile number; if the sender can produce a facsimile transmission confirmation report. Notices delivered by hand-delivery will be deemed to be received upon written acceptance by the respective party.

5. **Entire Agreement.** This MOU contains the entire agreement of the parties with respect to its subject matter and no representations or agreements, oral or otherwise, which are not set forth in this MOU, will be of any force or effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and Sustainable Atlanta have executed this MOU effective as of the date first written above.

CITY OF ATLANTA, GEORGIA

By: _____
Mayor, City of Atlanta

SUSTAINABLE ATLANTA, INC.

By: _____
President

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ATLANTA AND GEORGIA INTERFAITH POWER AND
LIGHT, INC.**

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is entered into as of the ____ day of December 2009, between the CITY OF ATLANTA, a municipal corporation, chartered pursuant to the laws of the State of Georgia (the "City"), and Georgia Interfaith Power and Light, Inc., a Georgia non-profit corporation ("GIPL") for the purpose of implementing an energy audit program for church buildings within the City.

BACKGROUND:

WHEREAS, the Department of Executive Offices Division of Sustainability (the "Division of Sustainability") is aimed at making the City of Atlanta ("City") more sustainable by improving the City's "green" programs and policies such as water and energy conservation, reducing the City's solid waste and emissions, and improving the rates of recycling; and

WHEREAS, on June 26, 2009 the Division of Sustainability applied for funds from the U.S. Department of Energy's ("DOE") Energy Efficiency and Conservation Block Grant to fund their sustainability efforts and operations through June 2011; and

WHEREAS, the City will act as a pass-through agency for grant funds by making sub-awards to eligible grant sub-recipients; and

WHEREAS, the sub-recipients were selected from applications submitted to the City, and in conformance with all applicable rules, codes and regulations; and

WHEREAS, the Division of Sustainability has been awarded funds in the total amount of \$5,658,264.00 from the DOE to implement energy efficiency plans and programs within City facilities and the community; and

WHEREAS, GIPL has been chosen as a sub-recipient to receive a grant award from the City in the amount of \$20,000.00; and

WHEREAS, the City and GIPL wish to memorialize the terms of the grant award in the form of a Memorandum of Understanding in order to facilitate the implementation of energy audit programs.

ACCORDINGLY, the parties agree as follows:

1. **General Agreements:** The following represents the basic responsibilities of the City and GIPL regarding the grant award:

a. The Division of Sustainability shall set the scope of the work to be performed by GIPL with respect to an energy audit program for churches to be funded through the grant award, and will approve all activities GIPL develops to accomplish the implementation of such programs.

b. The Division shall be responsible as grantee for the pass-thru grant dollars for the activities of GIPL; to report to and ensure compliance with the funder.

- c. GIPL shall comply with all DOE requirements with respect to the grant award.
- d. GIPL shall provide matching funds in the amount of 50% of the grant award.
- e. GIPL will take the necessary steps to conduct energy audits of church buildings within the City.
- f. GIPL will take the necessary steps to ensure compliance with the federal wage guidelines contained in the Davis- Bacon Act, and will submit a report on the jobs created and the use of grant funds to the Division of Sustainability on a quarterly basis.
- g. GIPL will register as a City vendor, and maintain the adequate insurance liability coverage and crime and/ or fidelity bond as determined by the Division of Sustainability and the City's Risk Management Division.

2. **Term:** The term of this MOU shall be three (3) years.

3. **Governing Law:** This MOU shall be interpreted and construed in accordance with the laws of the State of Georgia.

4. **Notices:** All notices, demands and requests required under this MOU must be in writing and sent to the parties in the manner described below:

a. **Addresses:**

To the City: City of Atlanta
55 Trinity Avenue, S.W.
Atlanta, Georgia 30303
Attention: Director, Division of Sustainability
(404) _____ Fax

With a copy to: City of Atlanta
68 Mitchell Street, S.W., Suite 4100
Atlanta, Georgia 30303
Attention: City Attorney
(404) _____ Fax

To GIPL: _____

Attention: President
(404) _____ Fax

With a copy to: _____

Attention: _____
(404) _____ Fax

b. **Delivery:** All notices given by either party to the other under this MOU must be in writing and may be delivered by: (i) regular mail, first class, postage prepaid; (ii) certified or registered mail; (iii) facsimile, with a hard copy sent within twenty-four (24) hours of transmission by one of the other permitted delivery means; or (iv) hand-delivery, to the parties at the addresses and facsimile numbers specified above.

c. **Receipt:** Notices sent by mail will be deemed received three (3) days after deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile will be deemed to be received upon successful transmission to the proper facsimile number; if the sender can produce a facsimile transmission confirmation report. Notices delivered by hand-delivery will be deemed to be received upon written acceptance by the respective party.

5. **Entire Agreement.** This MOU contains the entire agreement of the parties with respect to its subject matter and no representations or agreements, oral or otherwise, which are not set forth in this MOU, will be of any force or effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and GIPL have executed this MOU effective as of the date first written above.

CITY OF ATLANTA, GEORGIA

By: _____
Mayor, City of Atlanta

GEORGIA INTERFAITH POWER AND LIGHT, INC.

By: _____
President

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ATLANTA AND GREENPLATE, INC.**

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is entered into as of the ____ day of December 2009, between the CITY OF ATLANTA, a municipal corporation, chartered pursuant to the laws of the State of Georgia (the "City"), and GreenPlate, Inc., a Georgia non-profit corporation ("GreenPlate") for the purpose of implementing a bag reduction program within the City.

BACKGROUND:

WHEREAS, the Department of Executive Offices Division of Sustainability (the "Division of Sustainability") is aimed at making the City of Atlanta ("City") more sustainable by improving the City's "green" programs and policies such as water and energy conservation, reducing the City's solid waste and emissions, and improving the rates of recycling; and

WHEREAS, on June 26, 2009 the Division of Sustainability applied for funds from the U.S. Department of Energy's ("DOE") Energy Efficiency and Conservation Block Grant to fund their sustainability efforts and operations through June 2011; and

WHEREAS, the City will act as a pass-through agency for grant funds by making sub-awards to eligible grant sub-recipients; and

WHEREAS, the sub-recipients were selected from applications submitted to the City, and in conformance with all applicable rules, codes and regulations; and

WHEREAS, the Division of Sustainability has been awarded funds in the total amount of \$5,658,264.00 from the DOE to implement energy efficiency plans and programs within City facilities and the community; and

WHEREAS, GreenPlate has been chosen as a sub-recipient to receive a grant award from the City in the amount of \$10,000.00; and

WHEREAS, the City and GreenPlate wish to memorialize the terms of the grant award in the form of a Memorandum of Understanding in order to facilitate the implementation of energy efficiency programs.

ACCORDINGLY, the parties agree as follows:

1. **General Agreements:** The following represents the basic responsibilities of the City and GreenPlate regarding the grant award:

a. The Division of Sustainability shall set the scope of the work to be performed by GreenPlate with respect to the development of a plan for a bag reduction program to be funded through the grant award, and will approve all activities GreenPlate develops to accomplish the implementation of such program.

b. The Division shall be responsible as grantee for the pass-thru grant dollars for the activities of GreenPlate; to report to and ensure compliance with the funder.

c. GreenPlate shall comply with all DOE requirements with respect to the grant award.

d. GreenPlate shall provide matching funds in the amount of 50% of the grant award.

e. GreenPlate will take the necessary steps to conduct research and design a plan for a bag reduction program for the City.

f. GreenPlate will take the necessary steps to ensure compliance with the federal wage guidelines contained in the Davis- Bacon Act, and will submit a report on the jobs created and the use of grant funds to the Division of Sustainability on a quarterly basis.

g. GreenPlate will register as a City vendor, and maintain the adequate insurance liability coverage and crime and/ or fidelity bond as determined by the Division of Sustainability and the City's Risk Management Division.

2. **Term:** The term of this MOU shall be three (3) years.

3. **Governing Law:** This MOU shall be interpreted and construed in accordance with the laws of the State of Georgia.

4. **Notices:** All notices, demands and requests required under this MOU must be in writing and sent to the parties in the manner described below:

a. **Addresses:**

To the City: City of Atlanta
55 Trinity Avenue, S.W.
Atlanta, Georgia 30303
Attention: Director, Division of Sustainability
(404) _____ Fax

With a copy to: City of Atlanta
68 Mitchell Street, S.W., Suite 4100
Atlanta, Georgia 30303
Attention: City Attorney
(404) _____ Fax

To GreenPlate: 1040 Williams Mill Road
Atlanta, Georgia 30306
Attention: President
(404) _____ Fax

With a copy to: 1040 Williams Mill Road
Atlanta, Georgia 30306

Attention: _____
(404) _____ Fax

b. **Delivery:** All notices given by either party to the other under this MOU must be in writing and may be delivered by: (i) regular mail, first class, postage prepaid; (ii) certified or registered mail; (iii) facsimile, with a hard copy sent within twenty-four (24) hours of transmission by one of the other permitted delivery means; or (iv) hand-delivery, to the parties at the addresses and facsimile numbers specified above.

c. **Receipt:** Notices sent by mail will be deemed received three (3) days after deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile will be deemed to be received upon successful transmission to the proper facsimile number; if the sender can produce a facsimile transmission confirmation report. Notices delivered by hand-delivery will be deemed to be received upon written acceptance by the respective party.

5. **Entire Agreement.** This MOU contains the entire agreement of the parties with respect to its subject matter and no representations or agreements, oral or otherwise, which are not set forth in this MOU, will be of any force or effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and GreenPlate have executed this MOU effective as of the date first written above.

CITY OF ATLANTA, GEORGIA

By: _____
Mayor, City of Atlanta

GREENPLATE, INC.

By: _____
President

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ATLANTA AND GEORGIA TECH RESEARCH
INSTITUTE, INC.**

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is entered into as of the ____ day of December 2009, between the CITY OF ATLANTA, a municipal corporation, chartered pursuant to the laws of the State of Georgia (the "City"), and Georgia Tech Research Institute, Inc., a Georgia non-profit corporation ("GTRI") for the purpose of conducting research and developing technology for a Global Positioning System ("GPS") tracking pilot program at the City.

BACKGROUND:

WHEREAS, the Department of Executive Offices Division of Sustainability (the "Division of Sustainability") is aimed at making the City of Atlanta ("City") more sustainable by improving the City's "green" programs and policies such as water and energy conservation, reducing the City's solid waste and emissions, and improving the rates of recycling; and

WHEREAS, on June 26, 2009 the Division of Sustainability applied for funds from the U.S. Department of Energy's ("DOE") Energy Efficiency and Conservation Block Grant to fund their sustainability efforts and operations through June 2011; and

WHEREAS, the City will act as a pass-through agency for grant funds by making sub-awards to eligible grant sub-recipients; and

WHEREAS, the sub-recipients were selected from applications submitted to the City, and in conformance with all applicable rules, codes and regulations; and

WHEREAS, the Division of Sustainability has been awarded funds in the total amount of \$5,658,264.00 from the DOE to implement energy efficiency plans and programs within City facilities and the community; and

WHEREAS, GTRI has been chosen as a sub-recipient to receive a grant award from the City in the amount of \$15,000.00; and

WHEREAS, the City and GTRI wish to memorialize the terms of the grant award in the form of a Memorandum of Understanding in order to facilitate the implementation of a GPS tracking pilot program.

ACCORDINGLY, the parties agree as follows:

1. **General Agreements:** The following represents the basic responsibilities of the City and GTRI regarding the grant award:

a. The Division of Sustainability shall set the scope of the work to be performed by GTRI with respect to the GPS tracking pilot program to be funded through the grant award, and will approve all activities GTRI develops to accomplish the implementation of such program.

b. The Division shall be responsible as grantee for the pass-thru grant dollars for the activities of GTRI; to report to and ensure compliance with the funder.

- c. GTRI shall comply with all DOE requirements with respect to the grant award.
- d. GTRI shall provide matching funds in the amount of 50% of the grant award.
- e. GTRI will take the necessary steps for the implementation of the GPS tracking program to measure_____.
- f. GTRI will take the necessary steps to ensure compliance with the federal wage guidelines contained in the Davis- Bacon Act, and will submit a report on the jobs created and the use of grant funds to the Division of Sustainability on a quarterly basis.
- g. GTRI will register as a City vendor, and maintain the adequate insurance liability coverage and crime and/ or fidelity bond as determined by the Division of Sustainability and the City's Risk Management Division.

2. **Term:** The term of this MOU shall be three (3) years.

3. **Governing Law:** This MOU shall be interpreted and construed in accordance with the laws of the State of Georgia.

4. **Notices:** All notices, demands and requests required under this MOU must be in writing and sent to the parties in the manner described below:

a. **Addresses:**

To the City:

City of Atlanta
55 Trinity Avenue, S.W.
Atlanta, Georgia 30303
Attention: Director, Division of Sustainability
(404) _____ Fax

With a copy to:

City of Atlanta
68 Mitchell Street, S.W., Suite 4100
Atlanta, Georgia 30303
Attention: City Attorney
(404) _____ Fax

To GTRI:

430 Tenth Street, N.W.
North Building, Room 003
Atlanta, Georgia 30318
Attention: President
(404) _____ Fax

With a copy to:

430 Tenth Street, N.W.
North Building, Room 003
Atlanta, Georgia 30318
Attention: _____
(404) _____ Fax

b. **Delivery:** All notices given by either party to the other under this MOU must be in writing and may be delivered by: (i) regular mail, first class, postage prepaid; (ii) certified or registered mail; (iii) facsimile, with a hard copy sent within twenty-four (24) hours of transmission by one of the other permitted delivery means; or (iv) hand-delivery, to the parties at the addresses and facsimile numbers specified above.

c. **Receipt:** Notices sent by mail will be deemed received three (3) days after deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile will be deemed to be received upon successful transmission to the proper facsimile number; if the sender can produce a facsimile transmission confirmation report. Notices delivered by hand-delivery will be deemed to be received upon written acceptance by the respective party.

5. **Entire Agreement.** This MOU contains the entire agreement of the parties with respect to its subject matter and no representations or agreements, oral or otherwise, which are not set forth in this MOU, will be of any force or effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and GTRI have executed this MOU effective as of the date first written above.

CITY OF ATLANTA, GEORGIA

By: _____
Mayor, City of Atlanta

GEORGIA TECH RESEARCH INSTITUTE, INC.

By: _____
President

AN ORDINANCE *CLAIR MULLER*
BY *Clair Muller*

09-0 -1913

AN ORDINANCE AMENDING THE FY 2010 (INTERGOVERNMENTAL GRANT FUND) BUDGET, DEPARTMENT OF EXECUTIVE OFFICES, BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS IN THE AMOUNT OF \$5,658,264.00 FOR THE U.S DEPARTMENT OF ENERGY'S ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT; AND FOR OTHER PURPOSES.

WHEREAS, the Department of Executive Offices Division of Sustainability (the "Division") is aimed at making the City of Atlanta (the "City") more sustainable by improving the City's "green" programs and policies such as water and energy conservation, reducing the City's solid waste and emissions, and improving the rates of recycling; and

WHEREAS, the Division has applied for funds from the U.S. Department of Energy's (the "DOE") Energy Efficiency and Conservation Block Grant to fund their operations through June 2011; and

WHEREAS, in response to their application the Division has been awarded funds in the amount of \$5,658,264.00 from the DOE. This funding completes the formula allocation to the City under the DOE Energy Efficiency and Conservation Block Grant program. Previous funds totaling \$231, 936.00 were accepted and appropriated through ordinance 09-O-1411; and

WHEREAS, the City desires to accept the grant award, and anticipate and appropriate the grant funds in the amount of \$5,658,264.00.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS, as follows:

SECTION 1: That the Department of Executive Offices is hereby authorized to accept the DOE Energy Efficiency and Conservation Block Grant in the amount of \$5,658,264.00 to fund the Division of Sustainability.

SECTION 2: That the FY 2010 (Intergovernmental Grant Fund) Budget, Department of Executive Offices is hereby amended as follows:

ADD TO ANTICIPATIONS

PTAEO

FDOA

Award Number					Amount	Fund	GL Dept #	Rev Acct	Function Activity Number	GL Project #	GL Funding Source
2501*****					\$5,658,264.00	2501	040301	3311101	1320000	210643	*****
						IG	Exe Chief Oper Officer	Fed-Direct (OC) Direct From FG	Chief Exec	EECB	

Total: \$5,658,264.00

ADD TO APPROPRIATIONS

PTAEO					FDOA						
Project Number	Task Number	Award Number	Exp. Acct.	Owning Org.	Amount	Fund	GL Dept #	Exp Acct	Function Activity Number	GL Project #	GL Funding Source
04210643	101	250131886	5111001	COA	\$5,658,264.00	2501	040301	5999999	1320000	210643	*****
EECB				City of Atl		IG	Exe Chief Oper Officer	Proj & Grant Summary	Chief Exec	EECB	

Total: \$5,658,264.00

SECTION 3: That this grant from the United States Department of Energy requires no local match.

SECTION 4: That all ordinances and parts of ordinances in conflict herewith are hereby waived to the extent of the conflict.

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: Finance/ Executive Committee

Caption: AN ORDINANCE AMENDING THE FY 2010 (INTERGOVERNMENTAL GRANT FUND) BUDGET, DEPARTMENT OF EXECUTIVE OFFICES, BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS IN THE AMOUNT OF \$5,658,264.00 FOR THE U.S DEPARTMENT OF ENERGY'S ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT; AND FOR OTHER PURPOSES.

Council Meeting Date: November 2, 2009

Requesting Dept.: Mayor's Office

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

The purpose of this legislation is to authorize the City of Atlanta to receive the full award of \$5,890,200 of the Energy Efficiency and Conservation Block Formula Grant from the Department of Energy.

2. Please provide background information regarding this legislation.

Environmental sustainability is a critical factor in making Atlanta a "best in class" city. Under the direction of the Division of Sustainability, the City of Atlanta will continue to make our city more sustainable by improving our "green" programs and policies such as water and energy conservation, reducing our solid waste, reducing emissions, and improving the rates of recycling within city operations and the community. It will also continue to oversee the pursuit

and implementation of private, federal and state funding to continue to support the city's efforts.

3. If Applicable/Known:

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):**

(b) **Source Selection:**

(c) **Bids/Proposals Due:**

(d) **Invitations Issued:**

(e) **Number of Bids:**

(f) **Proposals Received:**

(g) **Bidders/Proponents:**

(h) **Term of Contract:**

4. Fund Account Center:

5. Source of Funds: *Example: Local Assistance Grant* Energy Efficiency and Conservation Formula Block, Grant Department of Energy, American Recovery and Reinvestment Act

6. Fiscal Impact: \$5,890,200

7. Method of Cost Recovery: Money obtained from ARRA grants will be used

This Legislative Request Form Was Prepared By: Mandy Mahoney

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: _____

Contact Number: _____

Originating Department: Office of the Mayor

Committee(s) of Purview: Finance/ Executive Committee

Chief of Staff Deadline: October 13, 2009

Anticipated Committee Meeting Date(s): October 27-28, 2009

Anticipated Full Council Date: November 2, 2009

Legislative Counsel's Signature: [Signature]

Commissioner Signature: [Signature]

Chief Procurement Officer Signature: _____

CAPTION

AN ORDINANCE AMENDING THE FY 2010 (INTERGOVERNMENTAL GRANT FUND) BUDGET, DEPARTMENT OF EXECUTIVE OFFICES, BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS IN THE AMOUNT OF \$5,658,264.00 FOR THE U.S DEPARTMENT OF ENERGY'S ENERGY EFFICENCY AND CONSERVATION BLOCK GRANT; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any): \$5,658,264.00

Mayor's Staff Only

Received by CPO: _____ Received by LC from CPO: _____
(date) (date)

Received by Mayor's Office: 11.1.09 Reviewed by: [Signature]
(date) (date)

Submitted to Council: _____
(date)